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in black type, or
bold block lettering

* insert full name
of Company

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

106077/13.
395

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

7

1245534

Name of company

* Atos Origin IT Services UK Limited (the "Chargor"), a private limited company incorporated under the laws of England and Wales whose registered office is at No. 4 Triton Square, Regents Place, London NW1 3HG

Date of creation of the charge

6 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

The Deed of Charge dated 6 March 2009 (the "Deed") made between made between the Chargor, Ester Finance Titrisation (as "Chargee"), Atos Origin S.A. (as "Centralising Unit"), Eurofactor (as "Agent") and Barclays Bank Plc (as "Account Bank").

Amount secured by the mortgage or charge

The obligations assumed by the Chargor and the English Sellers vis-à-vis the Chargee under the General Master Transfer Agreement, the Deed of Trust and the Deed (the "Secured Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

1. Ester Finance Titrisation whose registered office is at 9 quai du Président Paul Doumer, 92920 Paris La Défense Cedex, France.

Postcode

Presentor's name address and
reference (if any):

Shahrina Choudhury
Gide Loyrette Nouel LLP
125 Old Broad Street
London, EC2N 1AR
Tel: 0207 3825526

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

TUESDAY



L8BJ08FA

LD4

24/03/2009

214

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

In the Deed:

1. As continuing security for the payment and discharge of the Secured Obligations, the Chargor charges by way of first fixed charge, with full title guarantee in favour of the Chargee, all of its right, title and interest, both present and future, in and to the Collections Account and all Related Rights.
2. The security from time to time constituted by or pursuant to the Deed shall:
 - (a) be in addition to and independent of, every other bill, note, guarantee, mortgage or other security interest which the Chargee may at any time hold or have for, or in respect of, any of the Secured Obligations; and
 - (b) remain in full force and effect as a continuing security for all of the Secured Obligations from time to time until the end of the Security Period or until otherwise discharged by the Chargee notwithstanding any intermediate payment or satisfaction of any part of the Secured Obligations or any settlement of account, or any other act or event or matter which may secure the ultimate balance of the Secured Obligations.

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+
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Particulars as to commission allowance or discount (note 3)

Nil

Signed Gide Lorraine Navel LLP

Date 24 March 2009

On behalf of the Chargee †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

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Name of company

* insert full name
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* Atos Origin IT Services UK Limited (the "Chargor")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

The Deed contains covenants for further assurances and a negative pledge.

"Collateral" means all of the rights and assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to the Deed.

"Collections Account" means the single dedicated bank account with restricted availability with account number GB46BARC20917963116182 (Swift Code: BARCGB22) (and any renewal or redesignation of such account) opened in the name of the Chargor and maintained with the Account Bank at 32 Clarendon Road, Watford, Hertfordshire, WD17 1GT.

"Deed of Trust" means the deed of trust relating to receivables dated 10 March 2004 as amended from time to time and as amended and restated on 7 October 2005 between inter alia the Chargor and the Chargee.

"English Sellers" means Atos Consulting Ltd and Atos Origin IT Services UK Limited.

"General Master Transfer Agreement" means the general master transfer agreement dated 10 March 2004 as amended from time to time and as amended and restated on 6 March 2009 between inter alia the Chargor and the Chargee.

"Receiver" means any receiver, receiver and manager, or administrative receiver appointed pursuant to the Deed by the Chargee of the whole or any part of the Collateral.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or assignment of any part of that asset;
- (b) all rights under any licence or agreement for sale or assignment in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title whatsoever in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset (including, without limitation, payments of interest on any balance standing to the credit of any account).

Company number

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"Secured Parties" means the Chargee, together with any Receiver or delegate appointed by it under the Deed.

"Security Period" means the period beginning on the date of the Deed and ending on the date on which the Chargee (acting reasonably) is satisfied that (i) all of the Secured Obligations, present and future, actual or contingent, which are due and payable or capable of becoming due and payable have been discharged in full, and (ii) none of the Secured Parties is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the English Sellers or to any other person under the General Master Transfer Agreement and/or the Deed of Trust.

M395 Continuation

Company number

1245534

Name of company

* insert full name
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Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

M395 Continuation

Company number

1245534

Name of company

* insert full name
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Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 1245534
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 6
MARCH 2009 AND CREATED BY ATOS ORIGIN IT SERVICES UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND THE ENGLISH SELLERS TO
ESTER FINANCE TITRISATION UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 24 MARCH
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES